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11 Attorneys for Plaintiff
AMERIS BANK d/b/a BALBOA CAPITAL

THE UNITED STATES DISTRICT COURT
FOR THE CENTRAL DISTRICT OF CALIFORNIA

16 AMERIS BANK, a Georgia state-
17 chartered banking corporation, doing
business as BALBOA CAPITAL,

18 Plaintiff,

10 VS.

20 THE COTTAGE PROS LLC, a
21 Michigan limited liability company;
and CHRISTOPHER BARNUM, an
individual,

22 Defendants.

Case No.: 8:25-cv-00642-DOC-(JDEx)
[Assigned to the Hon. David O. Carter]

**STIPULATION FOR DISMISSAL
WITHOUT PREJUDICE PURSUANT
TO FRCP 41(a)(1)(A)(ii)**

Complaint Filed: March 31, 2025

1 TO THE HONORABLE COURT, ALL PARTIES, AND THEIR COUNSEL
2 OF RECORD:

3 IT IS HEREBY STIPULATED by the affected parties, Plaintiff Ameris Bank
4 d/b/a Balboa Capital (“Balboa” or “Plaintiff”) and Defendants The Cottage Pros
5 LLC (“Cottage Pros”) and Christopher Barnum (“Barnum”) (collectively with
6 Cottage Pros, “Defendants”) (collectively with Balboa and Cottage Pros, “Parties”),
7 that Balboa’s action is hereby voluntarily dismissed without prejudice, pursuant to
8 Rule 41(a)(1)(A)(ii) of the Federal Rules of Civil Procedure, and pursuant to a
9 settlement agreement entered into by and between Balboa, on the one hand, and
10 Defendants, on the other hand, concurrent with this Stipulation (the “Settlement
11 Agreement”).

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1 IT IS FURTHER STIPULATED by the Parties that this Court shall retain
2 jurisdiction to enforce the Settlement Agreement, and that this Stipulation shall
3 incorporate the terms of the Settlement Agreement.

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5 IT IS SO STIPULATED.

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7 DATED: May 22, 2025 AMERIS BANK d/b/a BALBOA
8 CAPITAL

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11 By: /s/ Michelle A. Chiongson
12 Michelle Chiongson
General Counsel

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14 DATED: _____, 2025 THE COTTAGE PROS LLC

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16

17 By: _____
18 Christopher Barnum
Member

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20 DATED: _____, 2025

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23 By: _____
24 Christopher Barnum

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2 jurisdiction to enforce the Settlement Agreement, and that this Stipulation shall
3 incorporate the terms of the Settlement Agreement.

4
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6

7 DATED: _____, 2025

AMERIS BANK d/b/a BALBOA
8 CAPITAL

9
10 By: _____
11 Michelle Chiongson
12 General Counsel

13 DATED: 5/21/, 2025

14 THE COTTAGE PROS LLC
15

16 By: _____
17 Christopher Barnum
18 Member

19 DATED: 5/21, 2025

20 By: _____
21 Christopher Barnum
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